

**INTERLOCAL AGREEMENT  
BETWEEN FLAGLER COUNTY, FLORIDA AND  
THE CITY OF PALM COAST, FLORIDA  
REGARDING TRANSPORTATION IMPACT FEES**

**THIS INTERLOCAL AGREEMENT**, entered into this 29 day of September, 2000 between the COUNTY OF FLAGLER, (hereinafter known as COUNTY), and the City of Palm Coast, (hereinafter known as CITY);

**WITNESSETH:**

**WHEREAS**, the COUNTY has established by Chapter 17, Article III, *Flagler County Code*, a Transportation Facilities Impact Fee which is collected on all new construction on a Countywide basis;

**WHEREAS**, beginning on October 2, 2000, ~~the~~ CITY as part of its building permit process will collect a Transportation Facilities Impact Fee on behalf of the COUNTY prior to the issuance of a building permit;

**WHEREAS**, the COUNTY wishes to co-ordinate with the CITY in transportation planning as it relates to County roads located in the City limits; and

**WHEREAS**, the parties are authorized by Chapter 163, *Florida Statutes*, to enter into Interlocal Agreements for the efficient performance of governmental functions;

**NOW, THEREFORE**, for and in consideration of the mutual benefits set forth herein, the parties hereby covenant and agree as follows:

1) The CITY shall collect all Transportation Facilities Impact Fees for new construction within the CITY and shall remit such fees to the COUNTY quarterly. The CITY shall be compensated with a service fee of three percent (3%) of the gross fees collected. Such fee shall be deducted from the amount received by the CITY prior to the remittance to the COUNTY. The CITY will assist the COUNTY'S auditors in reviewing the process annually.

2) The CITY shall calculate the amount of the Transportation Facilities Impact Fee to be collected in conjunction with each building permit application. The COUNTY hereby releases CITY and CITY's officers, employees and agents from any liability for good faith errors in the determination of the amount of Impact Fees payable.

The COUNTY shall calculate the amount of any credits which are claimed as an offset to Impact Fees otherwise due and payable. The CITY assumes no responsibility for ensuring the COUNTY'S compliance with any impact fee agreements entered into by the COUNTY. The COUNTY shall be solely responsible for ensuring compliance with impact fee agreements whether said impact fees are collected by the COUNTY or by the CITY.

In the event of a challenge to the amount of the impact fee calculated by the CITY, that challenge shall be referred to the COUNTY for dispute resolution, including, where applicable, an appeal of the fee determination.

3) The COUNTY shall set Transportation Facilities Impact Fees and shall advise the CITY of those fees and any other matters concerning their collection and implementation.

4) To the extent permitted by law, the CITY shall be exempt from the imposition and collection of impact fees for the construction of any municipal building used for municipal purposes.

5) The COUNTY has conducted a study and has determined the major transportation projects within the corporate limits of the CITY. A listing of qualifying roads within the CITY is attached hereto as EXHIBIT "A". The COUNTY will coordinate with the CITY concerning project priority determinations of roadway improvement projects within the CITY.

6) The COUNTY may expend local Transportation Facility Impact Fee funds on State arterial roads located in the CITY provided that the State roadway segment is exceeding the adopted County LOS Standard and State (FDOT) funds are not available. The COUNTY will require formal agreements with the State Department of

Transportation (FDOT) for the reimbursement of local Transportation Facility Impact Fee funds expended on the State arterial road network.

7) The COUNTY will review the County's Road Network System, comprised of State arterial and County collectors annually, for possible inclusion of collector roadways located within the CITY. The COUNTY will co-ordinate with the CITY in conducting that review.

8) All notices or other documents required or permitted to be delivered pursuant to this Interlocal Agreement shall be delivered by United States Mail to the following addresses:

As to the County:

County Administrator  
1200 E. Moody Blvd., #1  
Bunnell, FL 32110

As to the City:

City Manager  
P.O. Box 354610  
Palm Coast, FL 32135

9) This Interlocal Agreement may be amended only by written instrument specifically referring to this Interlocal Agreement and executed with the same formalities as this Interlocal Agreement, including, but not limited to, approval by the County Commission and the City Council, respectively.

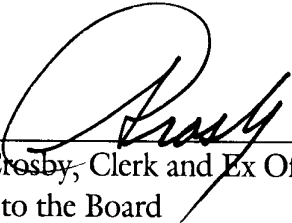
10) This Interlocal Agreement shall become effective upon execution by both parties and shall remain in full force and effect through and including September 30, 2003, and shall thereafter be automatically renewed for successive five (5) year terms unless terminated by either party pursuant to the provisions of Section 11 hereof.

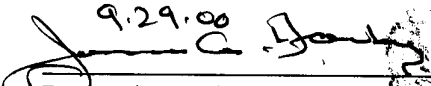
11) This Interlocal Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the non-terminating party. No such termination shall affect the liability of the parties as set forth herein for matters which occur prior to the effective date of that termination.

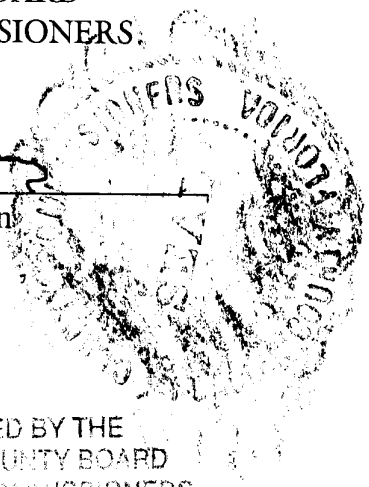
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed effective as of the day and year first above written.

FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS

ATTEST:


  
Syd Crosby, Clerk and Ex Officio  
Clerk to the Board

9.29.00  
  
James A. Darby, Chairman



Approved as to Form:


APPROVED BY THE  
FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS

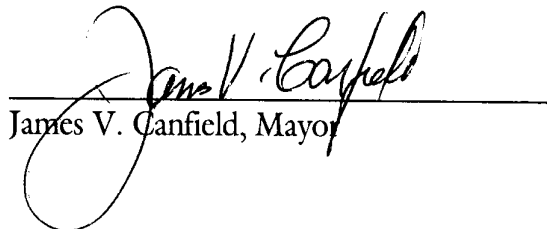
  
County Attorney

ON SEPTEMBER 27, 2000

THE CITY OF PALM COAST, FLORIDA

ATTEST:

  
Richard M. Kelton, City Clerk

  
James V. Canfield, Mayor

Approved as to Form:


  
City Attorney

EXHIBIT "A"

ROADS WITHIN, OR PARTIALLY WITHIN, CITY OF PALM COAST ELIGIBLE FOR  
IMPROVEMENTS UNDER TRANSPORTATION IMPACT FEES

<u>ROAD</u>	<u>FROM - TO</u>
Belle Terre Parkway	US 1 to Matanzas Woods Parkway
Palm Coast Parkway (EB & WB)	US 1 to Palm Harbor Drive
Pine Lakes Parkway	Belle Terre Parkway (S) to Belle Terre Parkway (N)
White View Parkway	US 1 to East End
Colbert Lane	SR 100 to Palm Coast Parkway (WB)
Royal Palms Parkway	US 1 to Belle Terre Parkway
Old Kings Road	Volusia County Line to US 1
Seminole Woods Parkway	US 1 to SR 100
Matanzas Woods Parkway	US 1 to East End, including the crossing of I-95 to the intersection with Old Kings Road
Florida Park Drive	Palm Coast Parkway to Palm Harbor Parkway
Palm Harbor Drive	Palm Coast Parkway to Palm Harbor Parkway
Palm Harbor Parkway	Palm Harbor Drive to Forest Grove Drive
Club House Drive	Palm Coast Parkway to Palm Harbor Parkway

UNOFFICIAL DOCUMENT